

## **CALHOUN COUNTY SUBMITTING BIDS/PROPOSALS INSTRUCTIONS**

Vendors submitting a bid/proposal to Calhoun County **must follow these 3 steps**:

1. **Register as a vendor** with the County by means of this link:

<http://www.calhouncountymi.gov/vendors/registration>

After completing a brief company profile, you be asked to categorize the product(s) and/or services you provide. For this project, register (at a minimum) under this code: **910.39**. Completing this registration will add you to the County's vendor database. Once registration is complete, you can be assured of receiving emailed notice of all addenda or questions/answers pertaining to this project, and of future solicitations within your category(s) of commodity/services.

If already registered, review your on-line profile and revise to current information.

2. **Download the bid document** by accessing the following link:

[http://www.calhouncountymi.gov/government/administrative\\_services/bid\\_opportunities](http://www.calhouncountymi.gov/government/administrative_services/bid_opportunities)

3. **Register your intent to bid** on this project at the site of the above link. (Registration of intent does not need to occur at the time of the document download.) Should you elect not to submit a bid after registering your intent to bid, notify the Purchasing Office of your change in status at:  
[lobrig@calhouncountymi.gov](mailto:lobrig@calhouncountymi.gov)

**VENDORS ARE ENCOURAGED TO REGISTER WITH THE COUNTY UPON  
RECEIPT OF THIS SOLICITATION**

**CALHOUN COUNTY  
REQUEST FOR PROPOSAL  
CALHOUN COUNTY ADMINISTRATOR'S OFFICE  
PURCHASING DIVISION  
(269) 781-0981**

**ISSUE DATE:**        *JULY 25, 2016*

**DUE DATE:**        *AUGUST 15, 2016*

**PROJECT:**        *JANITORIAL SERVICES - RFP#117-16*

This Request for Proposal with all pages, documents, and attachments contained herein or subsequently added or made a part hereof, submitted as a fully and properly executed proposal, shall constitute a contract between the County of Calhoun and the successful and most responsible bidder, as determined by the County when approved and accepted by the County of Calhoun.

**PART I - INSTRUCTIONS, TERMS, & CONDITIONS**

**1.1    PROPOSAL SUBMISSION:**

Proposals must be submitted in complete original form by mail or by messenger in a sealed envelope/package to the following address:

CALHOUN COUNTY BUILDING  
ADMINISTRATOR'S OFFICE, PURCHASING DIVISION  
315 WEST GREEN STREET  
MARSHALL, MI 49068

All proposals received shall be notated as such on the outside of the envelope:

**PROPOSAL:**        *JANITORIAL SERVICES - RFP#117-16*

**PRE-BID MEETING:**    *TUESDAY, AUGUST 2, 2016; 8:00 a.m.  
(Ref. Sec. 2.4 for complete schedule)*

**DUE DATE:**        *MONDAY, AUGUST 15, 2016; 3:00 PM (Local Time)*

## 1.2 CIVIL RIGHTS COMPLIANCE

The Contractor agrees to abide by the provisions of the Elliott-Larsen Civil Rights Act, as amended, being sections 37.2101 et seq. of the Michigan Compiled Laws, and the Michigan Persons with Disabilities Civil Rights Act, as amended, being sections 37.1101 et seq. of the Michigan Compiled Laws, and specifically agrees and covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

## 1.3 LEGAL STATUS OF BIDDER

The bidder shall indicate the legal status of the business firm by filling in the appropriate section below and by striking out the two nonapplicable sections.

- 1.3.1 An INDIVIDUAL whose signature is affixed to this contract doing business under the name of:

\_\_\_\_\_

\_\_\_\_\_ REGISTRATION NUMBER: \_\_\_\_\_

- 1.3.2 A PARTNERSHIP doing business under the firm name of:

\_\_\_\_\_

All of the members of which are as follows:

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

REGISTRATION NUMBER: \_\_\_\_\_

- 1.3.3 A CORPORATION duly organized and doing business under the laws of the State of \_\_\_\_\_

REGISTRATION NUMBER: \_\_\_\_\_

#### 1.4 INSTRUCTIONS FOR EXECUTING CONTRACT

- 1.4.1 If the bidder is an INDIVIDUAL, the trade name, if applicable, shall be indicated in the contract signed by such individual. If signed by any one other than the bidder, there shall be attached to the contract a duly authenticated Power-of-Attorney, evidencing the signer's authority to execute such a contract for and in behalf of the individual.
- 1.4.2 If the bidder is operating as a PARTNERSHIP, each partner shall sign the contract. If the contract is not signed by each partner, there shall be attached to the contract a duly authenticated Power-of-Attorney evidencing the signer's or signers' authority to sign such contract for and in behalf of the partnership.
- 1.4.3 If the bidder is a CORPORATION the Certificate of Authorization for Contract Execution (attached) shall be completed in full.

#### 1.5 INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, the contractor agrees to defend, pay on behalf of, indemnify, and hold harmless Calhoun County, its elected and appointed officials, employees, and volunteers, and others working on behalf of Calhoun County against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Calhoun County, its elected and appointed officials, employees and volunteers, and others working on behalf of Calhoun County by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract. The Contractor will not be liable for any damages arising out of an act of negligence by the County, its elected and appointed officials, employees, and volunteers, and others working on its behalf.

#### 1.6 RIGHTS AND REMEDIES

No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

## 1.7 WARRANTIES

Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

## 1.8 INSURANCE REQUIREMENTS

The successful contractor shall not commence work under this contract until he/her has obtained the insurance required under this paragraph and provided copies to the Calhoun County Purchasing Department. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Calhoun County.

- 1.8.1 **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 1.8.2 **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 500,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- 1.8.3 **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$ 500,000 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 1.8.4 **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include and endorsement stating that the following shall be ***Additional Insureds:*** The Calhoun County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

- 1.8.5 **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Purchasing Department, Calhoun County, 315 West Green Street, Marshall, MI 49068)."
- 1.8.6 If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Calhoun County at least ten (10) days prior to the expiration date. Include current certificates of insurances with your proposal. The successful contractor may be required to have the County added as an additional insured to their insurance policy.

## 1.9 TAXES

Except as may be otherwise provided in the RFP, the County is exempt from Federal Excise and State Sales Tax, and such taxes shall not be included in the bid process. Federal Exemption Certificates will be furnished if so requested.

## 1.10 GRATUITIES

The County may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee of the County amending, or making any determinations with respect to the performing of such contract.

## 1.11 INDEPENDENT SERVICE COST DETERMINATION BY CONTRACTOR

By submission of a proposal, the prospective contractor certifies that in connection with the proposal:

- 1.11.1 The proposed service cost was determined independently, without consultation, communication, or agreement for the purpose of restricting competition.
- 1.11.2 The service cost quoted in the proposal has not nor will be knowingly disclosed by the prospective contractor to anyone prior to the contract award.
- 1.11.3 No attempt has been made or will be made to induce other individuals or firms to submit or not submit a proposal.
- 1.11.4 Each person signing the proposal certifies that he/she is authorized to bind the contractor to its provisions.

## 1.12 DISCLOSURE

1.12.1 All information in proposals received is subject to disclosure under the provisions of MCL 15.231 et seq, known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto.

1.12.2 If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Purchasing Department should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information.

## 1.13 CONTRACT NEGOTIATIONS

At the completion of the evaluation process, the County may enter into discussions with the offeror finalist(s) determined to be reasonably susceptible to being selected for award, to identify any needed revisions to the original proposal. Best and final offers may be requested of each of the finalists, or after careful consideration, the offeror that gives the most advantageous proposal may be recommended for award. In the event only one proposal is received, the County may require that the offeror submit a cost proposal in sufficient detail for the County to perform a cost/price analysis to determine if the contract price is fair and reasonable. Award shall be made by the Purchasing Department to the offeror whose proposal is most advantageous to the County.

## 1.14 CONTRACT

The contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

#### 1.15 AWARD OF CONTRACTS

UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the County, within ten (10) days after receiving a fully executed Offer and Acceptance form (if included in the RFP), all documents necessary to the successful execution of the contract.

- 1.15.1 The contract will be awarded to the most responsible bidder whose proposal conforming to this solicitation will be most advantageous to the County; price and other factors considered.
- 1.15.2 The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or bidding procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal.
- 1.15.3 The County reserves the right to postpone the proposal opening for its own convenience.
- 1.15.4 The County reserves the right to reissue the request for proposal.
- 1.15.5 NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Calhoun County. The County reserves the right to obtain like goods or services from another source when necessary.

#### 1.16 PRIME CONTRACTOR RESPONSIBILITIES - SUBCONTRACTING

The selected contractor will be required to assume responsibility for all services offered in the proposal whether or not parts of the contract are subcontracted. Further, the County will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime contractor must provide complete description of work subcontracted and descriptive information about subcontractors' organization and capabilities. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

#### 1.17 INDEPENDENT CONTRACTOR

- 1.17.1 It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.



1.17.2 Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.

1.17.3 The County will not provide any insurance coverage to Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

1.18 NON-ASSIGNMENT

The contractor may not assign, subcontract, or otherwise transfer this agreement without the express prior written approval of the Calhoun County Purchasing Department.

1.19 SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

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1.20 ASSIGNMENT - DELEGATION

No right or interest in this contract shall be assigned by the contractor without prior written permission of the County, and no delegation of any duty of Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.21 CONTRACT PAYMENT

Payment for the proper performance of services under a contract entered into as a result of this RFP shall be commensurate with the scheduled progress of the work and shall be made upon receipt of a detailed invoice for payment. A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

#### 1.22 LENGTH OF CONTRACT

The length of the contract shall be for a ***three (3) year term***, commencing ***October 9, 2016***. This contract may be extended for ***two (2)*** additional terms of ***1 year*** each, at the discretion of the County upon mutual consent of both parties. The County reserves the right to delay the commencement of this contract for the purposes of allowing the County and/or the Contractor sufficient time to make the proper preparations and acclimation in anticipation of providing the services as referenced herein.

#### 1.23 CANCELLATION

CANCELLATION OF CONTRACT by the County may be for; a) default by the contractor or b) lack of further need for the service or commodity at the location named in the contract. Default is defined as the failure of the contractor to fulfill the obligations of their quotation or contract. In case of default by the contractor, the County may cancel the contract immediately and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby. Either the contractor or the County may terminate this agreement with a 120 day written notification to the other party. In the event the County no longer needs the service or commodity specified in the contract due to relocation of offices, or lack of funding, the County may cancel the contract by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation without penalty or fine.

#### 1.24 EXCEPTIONS TO CONTRACT TERMS AND SPECIFICATIONS

The offeror shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the offeror's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the offeror's proposal, the County will assume complete conformance with this specification and the successful offeror will be required to perform accordingly.

#### 1.25 EMPLOYMENT OF LOCAL LABOR

The County of Calhoun is committed to the use of local labor and will use this commitment as a factor in awarding this contract. The County of Calhoun requires, in writing and prior to the award of this contract, a written statement from the bidder regarding the vendor's plan to hire/or retain local labor residing in the County of Calhoun. This statement should be included with the vendor's original proposal documents.

## **PART II - GENERAL PROVISIONS**

### **2.1 SUBMISSION OF PROPOSALS**

2.1.1 **One original and 4 copies** of each proposal should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "Original" and shall be unbound and single-sided. The County reserves the right to assess a copy charge to any vendor who does not submit the requested number of proposal copies, as well as additions to the proposal such as pamphlets, brochures, catalogs, etc. The material should be in sequence and related to the RFP. The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. Fancy bindings, colored displays, promotional material, etc., will not receive evaluation credit. Emphasis should be on completeness and clarity of content.

2.1.2 To be considered, bidders must submit a complete response to this RFP. No other distribution of RFP is to be made by this bidder. The proposal must be signed in ink by an official authorized to bind the contractor to its provisions. Proposals must remain valid for at least ninety (90) days from the opening date.

### **2.2 PREPARATION OF PROPOSALS**

2.2.1 The proposal shall be legibly prepared in either ink or typed.

2.2.2 Should the bidder find it necessary to alter the Proposal/Contract, such alterations shall be crossed out with ink, and the correction entered. All alterations and/or corrections must also be initialed in ink and dated by the bidder.

2.2.3 The proposal shall be legally signed and the complete address of the bidder provided thereon.

### **2.3 ACCEPTANCE OF RFP CONTENT**

It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date. The contents of this RFP and the bidder's proposal will become contractual obligations, if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

## 2.4 PRE-PROPOSAL CONFERENCE

All potential bidders are requested to attend a pre-proposal conference on ***TUESDAY, AUGUST 2, 2016*** for each building, at which time a tour will be conducted and the scope of work will be discussed. Attendance at the pre-proposal conference is not mandatory but highly recommended. Submission of a proposal will be deemed conclusive evidence that such an attendance was made or that such an attendance was waived and submission of a proposal shall constitute a waiver by each bidder or all claims of error in the proposal, withdrawal of proposal, or payment of extras or a combination thereof or any revision thereof. **This conference schedule of days/times is absolute, and no additional conference days/times will be conducted by the County.** The schedule is as follows:

***Justice/Correctional Center, inside Receiving dock door; 8:00 a.m.***

***Toeller Building, inside front entrance; 9:00 a.m.***

***Road Department Offices, inside of front entrance; 10:00 a.m.***

***County Building, inside Receiving area; 10:45 a.m.***

***Albion Human Serv. Bldg., 12:00 noon***

*See Sec. 3.2 for facility addresses.* Attendees shall assemble in the designated area of each building prior to the meeting/tour, unless otherwise instructed. Meetings will commence at the exact time stated.

## 2.5 RESPONSIVE PROPOSAL

All pages and documents and the information requested herein, must be furnished completely in compliance with the instructions. The manner of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or bidding procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal. **Proposals shall remain vital for ninety (90) days from opening.**

## 2.6 LATE PROPOSALS

Any proposals received at the office herein designated after the exact time specified for receipt will not be considered. The prevailing clock shall be [www.time.gov](http://www.time.gov).

**LATE PROPOSAL PACKETS WILL NOT BE CONSIDERED**

## 2.7 ALTERNATE PROPOSALS

Bidders are cautioned that any alternate proposal, unless specifically requested; or, any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for the RFP, may be considered non-responsive and at the option of the County, result in the rejection of the proposal. The respondent shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no changes are noted County will assume vendor is in agreement.

## 2.8 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn prior to the exact time set for receipt of proposals in person by a proposer or the proposer's authorized representative, provided the representative's identity is made known and the representative signs a receipt for the proposal documents.

## PART III - TECHNICAL SPECIFICATIONS

### 3.1 INTRODUCTION TO SCOPE OF WORK

Calhoun County is seeking qualified, established, professional, janitorial firms to provide cleaning services for County building sites listed in these specifications. Potential contractors must submit a proposal for *all* building sites listed to be considered. The length of this contract will be **three (3) years**, commencing on **October 9, 2016** and continuing through **October 8, 2019**. This contract may be extended for **two (2)** additional years, at the discretion of the County, including evaluation of past services, and through mutual agreement of both parties. **Contractor must be able to commence provision of janitorial services by October 9, 2016.**

### 3.2 SCOPE OF WORK REQUIREMENTS

The building sites where janitorial services are required are:

Justice/Correctional Center  
161 East Michigan Avenue  
Battle Creek

George W. Toeller Building  
190 East Michigan Avenue  
Battle Creek

County Building  
315 West Green Street  
Marshall

Road Department (Office & Garage)  
13300 15 Mile Road  
Marshall

Human Services Building  
101 North Albion  
Albion

All sites require janitorial services on a regular basis, in accordance with the County's requirements and the contractor's proposed work plan submitted with their proposal. Normal business hours at all of these sites are Monday through Friday, 8:00 a.m. to 5:00 p.m. The Albion Human Services Building has hours until 7:00 p.m. 2 days per week. All cleaning services are to be performed after 5:00 p.m. Two exceptions to these hours are the Prosecutor's Office and the Friend of the Court Office located in the Justice Center. The Prosecutor's Office requires services to be completed between 3:30 pm and 5:00 pm, and the Friend of the Court requires services to be performed prior to the Prosecutor's requested time. Both offices require janitorial services when the office is staffed.

The other variance in cleaning schedule to be acknowledged by proposers is the requested use of a Day Porter in the Justice Center and the Toeller Building or alternate proposed solution.

Due to high daily use by the public in both buildings, a day porter (or alternate solution) is necessary to maintain bathrooms during the day during regular business hours. Holiday and weekend work will be at the contractor's discretion and the County's approval. (*See Attachment B for holiday building schedule.*)

- 3.2.1 The Contractor shall provide all cleaning equipment, supplies, and labor necessary to fulfill the specifications in this RFP. The specifications and requirements shall be considered as the minimum standard of performance required by the County during this contract period.
- 3.2.2 The County shall provide hand towels, toilet tissue, hand soaps, sanitary napkins, tampons, sanitary disposal bags, toilet seat covers, urinal screens, trash liners, and lights. The Contractor shall replenish all restroom dispensers with County supplied products, as required.
- 3.2.3 The Contractor shall be responsible for scheduling of the cleaning requirements in their proposal submission. Work shall be scheduled in such a way that it does not disrupt the functions and normal daily procedures of the County facilities, even those offices which require janitorial services to be performed when the office is staffed. The County reserves the right to approve and make suggested changes to the schedule provided by the Contractor. The requirements specified in this RFP establish the minimum requirements. It is expressly understood by the contractor that the intent of this contract is to provide complete janitorial services for the interior portions of the buildings listed, including daily cleaning and vacuuming of hard-surface and carpeted floors. Floor care other than approved daily services will be secured by the County outside of the awarded Janitorial Services contract.
- 3.2.4 The Contractor shall submit a complete work schedule by building according to their proposed list of cleaning tasks. The Contractor shall determine the frequency at which each task shall be performed. **No other format of work plan will be considered by the County.** The County reserves the right to accept or reject the recommended tasks and proposed frequency of services as provided by the Contractor in their RFP response.
- 3.2.5 Proposals shall include an outline of hourly employee and supervisory employee structure indicating the number of hourly and supervisory employees proposed to fulfill contractual janitorial services by the Contractor. A wage/hour and benefits cost outline should also be provided with proposals. Also include an outline of your recruitment plan, as well as employee training and employee incentive program.
- 3.2.6 A joint inspection coordinated with the Administrative Services Manager is required monthly. A meeting schedule shall be coordinated with the Administrative Services Manager and the contractor at a mutually agreeable time at the initial start-up meeting prior to commencement of contract.

- 3.2.7 The contracted cleaning firm shall utilize a County-approved method of confirming contractor employee time worked. Detail your method of verification in your proposal response.
- 3.2.8 All provided services shall be accomplished in a manner mutually agreeable between the Contractor and the County.
- 3.2.9 A list of possible tasks to be performed by the Contractor to achieve acceptable cleanliness in County facilities includes, but is not limited to:  
dusting, sweeping & vacuuming floors, damp mopping of floors, glass cleaning, trash emptying and disposal.

### 3.3 PROJECT DESCRIPTION

\_\_\_\_\_The successful firm shall be required to perform work as specified herein:

- 3.3.1 Provide all labor, materials, and supplies (unless otherwise stated) to perform janitorial services for the previously named building sites.
- 3.3.2 All employees shall be neatly uniformed and shall exercise courteous treatment to the public and/or County employees
- 3.3.3 To employ sufficient personnel to ensure prompt and efficient operation of the proposed services, including substitute employees during sickness/vacation/leave.
- 3.3.4 Contractor must consistently have a supervisor inspect work, as reflected in proposal submission
- 3.3.5 Contractor upon award must submit to the County an employee roster, as outlined in Sec. 3.10.11 "Contractor's Employees".

### 3.4 MISCELLANEOUS DUTIES

In addition to the work plan as submitted in the awardee's proposal, the Contractor will perform the following duties in conjunction with the cleaning operation:

- 3.4.1 All unusual happenings, including leaky faucets, stopped toilets and drains, broken fixtures, burned out light bulbs, low paper inventory, etc. shall be reported to the Administrative Services Manager or designee via email.
- 3.4.2 Unlocked safes or security cabinets, fires, or any other hazardous conditions shall be reported to the Administrative Services Manager immediately upon discovery, either by telephone or email.



- 3.4.3 Upon completion of work all entrances and windows shall be closed and locked. All lights shall be turned off except where necessary for safety purposes and where so directed by the Administrative Services Manager.
- 3.4.4 Turn in lost and found articles at the County office designated by Administrative Services Manager and document such findings via email.
- 3.4.5 Always secure building after work is completed.
- 3.4.6 **\$50.00** will be deducted from the monthly contract payment for any false alarm attributable to the Contractor's failure to follow the established security system procedure.

### 3.5 ACCIDENT PREVENTION

The Contractor shall exercise proper precautions at all times for the protection of persons and property, and shall be responsible for all damages to persons or property onsite, which occur as a result of their fault or negligence in connection with contracted work. The safety provisions of applicable laws and OSHA standards shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the County may determine to be reasonably necessary. The above provisions would include OSHA Final Rule 29 CFR 1910.1030, OSHA Bloodborne Pathogens Standard.

### 3.6 OSHA GUIDELINES/COMPLIANCE

The Contractor shall comply with the OSHA Standard 29CFR 1910.1200 Hazardous Communications as it pertains to the training, safety, and equipment needed for all employees engaged in custodial service. The Contractor shall be responsible for compliance on date of Contract acceptance and shall provide proof to the County.

### 3.7 MATERIAL SAFETY DATA SHEETS

The Contractor shall furnish to the County copies of Material Safety Data Sheets for all products used, prior to beginning service in any facility. Material Safety Data Sheets must be in compliance with OSHA Guideline, Title 29 of the Code of Federal Regulation, Part 1910.1200, Paragraph G.

### 3.8 LABELING OF HAZARDOUS MATERIALS/SUPPLIES

The Contractor shall comply with OSHA Guidelines, Title 29 of the Code of Federal Regulation, Part 1910.1200, Paragraph F, concerning the labeling of all chemical containers. All chemicals stored on County property shall be stored in their original, properly labeled,

containers.

### 3.9 BLOODBORNE PATHOGENS

The Contractor shall comply with the OSHA Standard 29CFR1910.1030 Bloodborne Pathogens as it pertains to the training, safety, and equipment needed for all employees engaged in custodial service. The Contractor shall be responsible for compliance on the date of contract acceptance and shall provide proof to the County at the Start Up meeting.

### 3.10 CONTRACTOR'S PERFORMANCE

#### 3.10.1 Requirements

---

The Contractor shall furnish all necessary trained personnel, supervision, scheduling, equipment, tools, (and maintenance of same), cleaning chemicals, supplies, and other accessories required to perform the custodial services at the County's facilities designated in the scope of this RFP and the contractor's proposal. All work shall be performed in strict accordance with the conditions, provisions, standards, and specifications described herein.

#### 3.10.2 Quality of Work

The Administrative Services Manager shall decide all questions which may arise as to the quality and acceptability of any work performed under the resultant contract. If, in the opinion of the Administrative Services Manager performance becomes unsatisfactory, the County shall notify the Contractor through its authorized representatives.

#### 3.10.3 Unsatisfactory Performance

3.10.3.1 Upon notice of unsatisfactory performance, the Contractor must respond to the County with a plan of corrective action within 12 hours of notification by the County, and will be given 24 hours to provide corrective action, or an acceptable plan of implementing corrective action.

3.10.3.2 In the event the Contractor has not responded within the allotted 12 hours to the County, or the Contractor has not initiated corrective action for the unsatisfactory performance within the 24 hour time frame after the notification described above, the County has the right to immediately complete the work to its satisfaction, through use of County employees at a rate equal to the employee's hourly rate plus twenty-percent (20%) for County administrative costs, or through use of outside contractor(s) at the rate charged to the County plus twenty-

percent (20%) and shall deduct that amount from any balances due or which may become due to the Contractor.

#### 3.10.4 Application of Liquidated Damages

If the County should determine, at its discretion, that it is not feasible for the Contractor to immediately correct unsatisfactory cleaning work to the County satisfaction (as described in this section), the County may apply liquidated damages and deduct that amount from any balances due or that may become due to the Contractor. (Also see Sec. 3.10.9 “Liquidated Damages”)

#### 3.10.5 Shortage of Hours

The Contractor must provide the minimum daily staff hours as submitted with their proposal and as accepted by the County for each location. In the event the Contractor does not provide the minimum daily staff hours, as outlined in their proposal, and the County, or another contractor does not complete the work as provided, the County will subtract the “value of each staff hour” for the shorted hours, or partial hours to the next higher half hour, plus twenty-percent (20%) to cover County administrative costs, from the balance due, or that may become due to the Contractor.

#### 3.10.6 Value of Each Staff Hour

The “Value of Each Staff Hour” is determined by dividing the monthly proposal price of a location by the average minimum monthly required staff hours for that location. For averaging purposes, a month is defined as having 4.3 weeks.

#### 3.10.7 Shortage of Supplies

Should the Contractor not furnish the proper supplies, the County will make a one-time purchase of the needed supplies and charge them against the Contractor’s invoice at the cost plus twenty-percent (20%). If the Contractor does not provide proper supplies after this action, then the Contractor will be in danger of default.

#### 3.10.8 Appeal of Deduction, Adjustment, or Liquidated Damages

The Contractor may appeal any County determination of deduction of, or adjustment of, or application of, liquidated damages to monies from the Contractor’s invoice. Such appeal must be in writing to the Administrative Services Manager within ten (10) business days from the date of the County’s written notice of deduction, adjustment, or application of liquidated damages.

#### 3.10.9 Liquidated Damages

If the Contractor fails to deliver the supplies or perform the services within the time

specified in its contract, or any extension thereof, the actual damages to the County will be difficult to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the County as fixed, agreed, and liquidated damages, the amount of \$50 per occurrence of unsatisfactory performance. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor.

#### 3.10.10 Default

- 3.10.10.1 Repeated incidents of unsatisfactory performance, shortage of hours, or failure to comply with other terms of the contract will result in a recommendation for termination for default by the Administrative Services Department.
- 3.10.10.2 If the Contractor receives three (3) or more deductions, adjustments, or applications of liquidated damages within any thirty (30) day period or more than a total of twenty (20) deductions during a twelve (12) month period, the contract may be automatically terminated for default.
- 3.10.10.3 Termination for default of any portion of the contract shall result in termination of the entire contract for default.

#### 3.10.11 Contractor's Employees

- 3.10.11.1 The Contractor shall submit to the Administrative Services Manager (no later than the Start Up meeting) a current list of names, addresses, and social security numbers of all employees who will perform work under this contract. Changes in the employment list shall be reported to the County no less than twenty-four (24) hours before the changes become effective. Said list and changes are to be submitted to the Administrative Services Manager, and are subject to the acceptance of the County.
- 3.10.11.2 The Calhoun County Sheriff's Department will perform a background check on the complete list of contractor's employees at the request of County Administrative Services. During the course of the contractor's agreement with the County, any revisions to the employee roster, either permanent or temporary, shall be brought to the attention of the Administrative Services Manager, or designee, and such employees will be subject to background checks. All background checks and contractor employees are subject to acceptance by the County.
- 3.10.11.3 The Contractor shall provide appropriate training to employees prior to the beginning of service under this contract to ensure competent performance. The Contractor shall provide, when submitting names of

employees, documentation of training received per employee.

### 3.10.12 Employee Identification and Building Access

- 3.10.12.1 All Contractor's employees are to be in uniforms that bear the company name or logo, **or** are to wear identification badges which indicate the Contractor. Either solution to identification shall be provided by the Contractor and are to be worn by all Contractor's employees when on County premises. Contractor must provide the County with a plan for a method of identification for their employees.
- 3.10.12.2 Access to designated restricted areas is forbidden by the Contractor's employees. Such areas will be noted by the Administrative Services Manager, upon award. Areas of sensitive security may only be accessed by the Contractor's employees, as approved by the Administrative Services Manager, and these areas shall be so designated, upon award.
- 3.10.12.3 Access to each building shall be as directed by the Administrative Services Manager. Contractor's employees may not leave the premises during working hours except in cases of emergency and on approval of their supervisor.
- 3.10.12.4 Only authorized Contractor employees are allowed on County premises during Contractor's working hours. Contractor employees are not to be accompanied in the work area by acquaintances, family members (including children), assistants or any other person unless said person is an authorized employee of the Contractor and identified as such.

### 3.10.13 Work Supervision

The Contractor shall provide supervision to assure competent performance of the work in the execution of the requirements in this RFP. Also the Contractor or authorized agent will make sufficient routine inspections to ensure that the work is performed as required by this contract. A detailed supervision plan shall be included in your proposal.

### 3.10.14 Inspections

- 3.10.14.1 A designee of the Administrative Services Department will conduct random inspections of the areas covered under this contract.
- 3.10.14.2 A designee of the Administrative Services Department and a Contractor supervisor or higher official shall conduct joint inspections of each location on a regular scheduled monthly basis. The date and time shall be mutually agreed upon.

- 3.10.14.3 Calhoun County reserves the right to review the awarded contract during it's term for the purpose of determining compliance to proposal requirements, by means of periodic inspections of contractor's work and records.

### 3.10.15 Daily Reporting to Administrative Service Manager or Designee

Contracted firm shall provide a daily reporting method to the Administrative Services Manager or designee which must contain the following information at a minimum:

- 3.10.15.1 Discrepancies from the routine work scheduled and an explanation of the circumstances involved.
- 3.10.15.2 Any property or equipment not in a serviceable or operating condition, listed by description and location.
- 3.10.15.3 Any County provided supply items needed for restocking.
- 3.10.15.4 Damage, vandalism, or broken windows, listed by description and location.
- 3.10.15.5 Any and all problems and/or complaints of a minor nature, or similar isolated incidences, may be handled directly between the Contractor's supervisor and the Administrative Services Department. A summary of the incident and resolution shall be relayed via email to the Administrative Services Manager or designee.
- 3.10.15.6 All minimum daily staff hour requirements of this RFP must be documented through use of the daily reporting system and County-approved manner of Contractor employee time verification. Failure to comply could result in non-payment of staff hours not reported.

### 3.10.16 Contractor Use of County Equipment

#### 3.10.16.1 Premises Telephone Usage

The Contractor shall be allowed only job-related use of County telephone service at no cost to the Contractor. Misuse of any telephone equipment will be penalized pursuant to Sec. 3.10 "Contractor Performance". The Contractor will pay any cost or repair caused by the Contractor to the telephone equipment over and above normal wear and tear. No toll charges will be allowed by Contractor or employees. Any toll charges will be reimbursed to the County by the Contractor. The Administrative Services Manager will designate which County telephone should be used by the Contractor and employees when on County premises.

#### 3.10.16.2 County Owned Office Equipment

Contractor employee usage of any County owned office equipment (i.e. copiers, computers, fax machines, scanners, etc.) is strictly prohibited. Misuse of any office equipment will be penalized pursuant to Sec. 3.10 “Contractor Performance”.

#### 3.10.16.3 Use of County Employee Personal Items/Workspace

Use of County employee owned radios, TV, CD players, etc. is strictly prohibited. Contractor’s employees are prohibited from occupying any work area for any purpose. Common areas or designated breakrooms are to be used for rest or breaks by Contractor employees.

#### 3.10.17 Energy Conservation

The Contractor shall assist the County with energy conservation practices such as turning off lights in unoccupied areas, (except where centrally controlled), and shall keep windows and doors closed. Other suggestions to conserve energy may be made by the Administrative Services Office during the term of this contract.

#### 3.10.18 Storage Space

The Contractor may store supplies, materials, and equipment in storage areas designated by the Administrative Services Manager on County premises. The Contractor agrees to keep its portion of this storage area in accordance with all applicable fire regulations. The use of County storage space is subject to space availability. No materials or equipment shall be stored or temporarily set in restrooms or other spaces accessible to the public, or not designated by the Administrative Services Manager.

#### 3.10.19 Key Charge

The Contractor will be required to sign for each key or key card issued to the Contractor. If the Contractor loses a key or key card, the Contractor will be required to pay \$25.00 each for the cost of a replacement. If a breach of security results from the loss of keys, or key cards, requiring that locks be changed or re-keyed, an additional charge of \$20.00 for each lock will be imposed. These charges will be deducted from monthly payments made to the Contractor.

#### 3.10.20 Recycling Program

The Contractor shall comply with the County’s recycling standards. A written outline will be provided by the County to the Contractor upon award.

#### 3.10.21 Services Start-up/Start-up Meeting

The successful Contractor shall be required to attend a start-up meeting with the Administrative Services Manager prior to the contract start date. This meeting shall be

mutually agreed upon by both parties. Such meeting may include a walk-through of each facility.

#### 3.10.22 Additions/deletions/changes

The County reserves the right to add, delete, or change an item or items or any portion of an item of the agreement with a fifteen (15) day notice to the Contractor, except in the instance of an emergency situation. The County will determine what constitutes an emergency. Additions and deletions will result in added or deleted cost to the service fee which is in keeping with the proposal prices of that item or like item. Changes to the agreement shall result in alteration of the fee which is consistent with the original proposal prices. Such additions, deletions, or changes shall not invalidate the contract, and the Contractor agrees to perform the work as altered, the same as if it had been part of the original agreement.

#### 3.10.23 End of Contract Review

3.10.23.1 Approximately ten (10) days prior to the end of the contract, the Contractor's representative and the Administrative Services Manager will schedule a walk-through inspection of the facilities to review cleanliness.

3.10.23.2 If the level of cleanliness of a facility is below that of the standards outlined in the proposal, the County will hold the last monthly payment for that facility until the cleanliness standards are met.

#### 3.10.24 Property Damage

The Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair or restoration of these damages shall be preformed at no cost to the County.

### 3.11 CONTENTS OF PROPOSAL

Proposals shall be submitted in two parts. PART ONE, Proposal Information, will be used to qualify the proposers. PART TWO, Price, will be used to determine the lowest qualified proposer.

#### 3.11.1 PART ONE should include the following:

3.11.1.1 A description of firm. Specify experience in providing janitorial cleaning services, such as years in business, number of employees, where main office is located, and the location of the local office to service the County.

3.11.1.2 Proposed work plan



- 3.11.1.2.1 Detail tasks and frequencies specifically for each building.
- 3.11.1.2.2 List of equipment you will use to execute proposal requirements and above referenced tasks and frequencies (*ref. Sec. 3.2.1*)
- 3.11.1.2.3 List of cleaning chemicals you will use to execute proposal requirements and tasks, with corresponding MSDS sheets. (*ref. Sec. 3.2.1*)
- 3.11.1.3 Staffing Plan
  - 3.11.1.3.1 Proposed hours and staff per building (*ref. Sec. 3.2.5*)  
(Include hourly workers as well as supervision)
  - 3.11.1.3.2 Wage and benefits schedule (*ref. Sec. 3.2.5*)
  - 3.11.1.3.3 A description of your plan for supervision, quality control, use of log books for communication between contractor's employees and County staff, and method of employee time accounting.
  - 3.11.1.3.4 Resumes of personnel expected to supervise and manage employees servicing the County.
  - 3.11.1.3.5 A description of your plan for employee and supervisory training
  - 3.11.1.3.6 Describe methods you employ to reduce employee turnover. (i.e. employee recognition, reward programs, pay scales, benefits, etc.)
- 3.11.1.4 Qualifications of firm
  - 3.11.1.4.1 Provide a description of your firm.  
Include the location and description of the office which would provide daily service to the County, including the address and staffing. Also indicate the location of your administrative office.
  - 3.11.1.4.2 Provide a summary of your firm's experience
  - 3.11.1.4.3 Provide a list of five (5) current clients, including contact person, telephone number, and email address. Clients with comparable facility size/operation to the County are preferred. Also, provide a list of three (3) previous clients, including contact person, telephone number or email address. These clients should be those with comparable facility size/operation to the County.
- 3.11.2 PART TWO should include the following:

### 3.12 PRICING STRUCTURE

The price for janitorial services as described in this RFP shall remain firm-fixed for the 3-year term following the award of the contract. The remaining two option years may be exercised at the discretion of the County and will be contingent upon the mutual agreement as to the compensation under the terms of the contract. Increases in the contract amount for option years may not exceed the percentage amount established by the Consumer Price Index for the Midwest Region, as published by the Department of Labor, Bureau of Labor Statistics. The County will provide 90 days written notice to the contractor of its intent to exercise available option years.

Pricing will be submitted using Attachments E-1 thru E-5. No other form of pricing will be considered.

### 3.13 PROPOSAL EVALUATION CRITERIA

It is the intent of Calhoun County to conduct a comprehensive, fair and impartial evaluation of the proposals received in response to this Request for Proposal. The proposal selected will be that response deemed most advantageous to Calhoun County, based on the following criteria presented in order of importance:

#### PART I:

3.13.1 proposed work plan

3.13.2 staff plan per facility (including hiring, benefits, supervision, etc.)

3.13.3 qualifications & references

3.13.4 compliance with proposal requirements

#### PART II:

3.13.5 price

### 3.14 ATTACHMENTS - FOR INFORMATIONAL PURPOSES

The following list of attachments will assist you in preparing your proposal:

3.14.1 *Attachment A* - Building statistics, per facility

3.14.2 *Attachment B* - County holidays - 2016

### 3.15 ATTACHMENTS - TO COMPLETE

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The following attachments shall be completed and submitted with RFP response:

3.15.1 *Attachment C* - Non-Collusion Affidavit

3.15.2 *Attachment D* - Certificate of Authorization for Contract Execution

3.15.3 *Attachments E-1, 2, 3, 4, & 5* - Proposal Price Sheet

3.15.4 *Attachment F* - Proposal Contract

### 3.16 RESPONSE TO RFP

Bidder's proposal packet must arrive at the Purchasing Division and be time stamped on or before the date and time specified on the first page of this RFP. Bidders are responsible for the timely receipt by the Purchasing Division of their proposals notwithstanding delays resulting from postal handling or any other reasons.

**LATE PROPOSAL PACKETS WILL NOT BE CONSIDERED.**

# ATTACHMENT - A

## FACILITY DATA 2016

Building	Approximate Square Footage	Approximate Square Footage	Approximate Square Footage	Approximate Square Footage
	Carpeted	Hard Surface	Carpeted	Hard Surface
TOELLER**	12,955	1,672	4	3
SHERIFFS	12,955	1,672	3	2
ALBION**	12,955	1,672	1	5
COUNTY COURTHOUSE	12,955	1,672	8	8
ROAD DEPARTMENT	not avail*	not avail.*	7	5
TOTAL	222,050	66,770	179	152

\* Square footage of carpeted and hard surface floor is unavailable for the Road Department. Bidders are responsible for measuring and stating such on their own.

\*\*The Toeller Building, Albion Human Services Building, and County Building can vary in occupied square footage, due to leased space. During the course of this agreement, the occupied square footage could vary due to this reason, but the awarded contractor will be notified of such changes.

NOTE: Floor maintenance only per specifications

Hard surface floor type per building, per square foot\*\*:

Toeller	Court Complex	Jail & Sheriff Admin.	Abbreviations Key:
VFC 12,955	VCT 2,570	VCT 35,000	VFC = vinyl floor covering
CT 6,095	CT 7,030	CT 8,420	VCT = vinyl composition tile
	QT 2,950	QT 75	CT = ceramic tile
		TZ 11,890	QT = quarry tile
			TZ = terazzo
County	Albion	Road Department	
VCT 8,352	VCT 1,672		
CT 2,100	CT 695	*unavailable	
QT 1,504			
TZ 600			

\*\*Square footage quantities are not absolute and may vary

FOR PURPOSES OF SUBMITTING YOUR PROPOSAL, USE THE ABOVE FIGURES.

## ***ATTACHMENT - B***

### ***CALHOUN COUNTY BUILDING HOLIDAYS (denoting buildings closed to employees) 2016\****

<b><i><u>Holiday</u></i></b>	<b><i><u>Date</u></i></b>
New Year's Day	Friday, January 1
Martin Luther King, Jr. Day	Monday, January 18
President's Day	Monday, February 15
Good Friday (½ day - p.m.)	Friday, March 25 (commencing at 12 noon)
Memorial Day	Monday, May 30
Independence Day Observed	Monday, July 4
Labor Day	Monday, September 5
Veteran's Day	Friday, November 11
Thanksgiving Day	Thursday, November 24
Day after Thanksgiving	Friday, November 25
Christmas Eve <u>Observed</u>	Friday, December 23
Christmas Day <u>Observed</u>	Monday, December 26
New Year's Eve <u>Observed</u>	Friday, December 30
New Year's Day <u>Observed</u>	Monday, January 2, 2017

\*For purposes of determining your bid, ***utilize 13.5 days annually.*** (The awarded Contractor will be provided with a holiday schedule for each additional year of the agreement.)

***A County holiday which constitutes closing of facilities does not indicate the building is closed to the contractor and it's employees. Contractor may schedule work during these times with the Administrative Services Manager and must receive their approval prior to this work.***

***Awardee will be provided with holiday schedules for additional years under their contract term.***

# ***ATTACHMENT C***

## **NON-COLLUSION AFFIDAVIT**

The bidder, by its officers and authorized agents or representatives present at the time of filing this proposal, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer of such County of Calhoun, Michigan, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public office anything of value whatsoever, or such affidavit or affiant or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached proposal, that no inducement of any form or character other than that which appears on the face of the proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the proposal or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this proposal.

COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_  
(signature)

NAME: \_\_\_\_\_  
(type or print)

TITLE: \_\_\_\_\_

\_\_\_\_\_  
DATE: \_\_\_\_\_

## ***ATTACHMENT D***

### **CERTIFICATE OF AUTHORIZATION FOR CONTRACT EXECUTION**

This certificate shall be executed by some officer of the Corporation other than the one who signed the foregoing proposal. Before executing, please note the last paragraph of this certificate.

\*\*\*\*\*

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of  
(Official Corporate Title )

the corporation named contractor herein; that \_\_\_\_\_ who signed the  
foregoing proposal on behalf of said corporation was then \_\_\_\_\_ of said  
corporation; that said proposal was duly signed for on behalf of said corporation by authority of  
its governing body and is within the scope of its corporate powers.

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

INCLUDE CORPORATE SEAL OR NOTARIZE BELOW

\*\*\*\*\*

In lieu of the foregoing certificate, there may be attached to the proposal a copy of that portion of the records of the corporation as will show the official corporate character and authority of the officer signing. Such copy shall be duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

# ***ATTACHMENT E-1***

## **PRICE SHEET**

JANITORIAL SERVICES  
RFP#117-16  
CALHOUN COUNTY

TO: COUNTY OF CALHOUN, MICHIGAN

PROPOSAL BY: \_\_\_\_\_  
(vendor name)

The above named vendor does hereby offer to provide **Janitorial Services** for the County of the type and quality and in the manner described, subject to and in accordance with the terms and conditions set forth in RFP#117-16 and at the price hereinafter stated for services rendered.

COUNTY FACILITY: **JUSTICE/CORRECTIONAL CENTER; BATTLE CREEK**

Total annual amount, year 1: \$ \_\_\_\_\_

Total annual amount, year 2: \$ \_\_\_\_\_

Total annual amount, year 3: \$ \_\_\_\_\_

Average weekly proposed staff hours: \_\_\_\_\_ **Hrs**

TOTAL CONTRACT AMOUNT, 3 YEARS: \$ \_\_\_\_\_

( \_\_\_\_\_ **dollars**)  
(amount in words)

VENDOR:

COUNTY OF CALHOUN:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name-type or print)

\_\_\_\_\_  
(name-type or print)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)



# ***ATTACHMENT E-2***

## **PRICE SHEET**

JANITORIAL SERVICES  
RFP#117-16  
CALHOUN COUNTY

TO: COUNTY OF CALHOUN, MICHIGAN

PROPOSAL BY: \_\_\_\_\_  
(vendor name)

The above named vendor does hereby offer to provide **Janitorial Services** for the County of the type and quality and in the manner described, subject to and in accordance with the terms and conditions set forth in RFP#117-16 and at the price hereinafter stated for services rendered.

COUNTY FACILITY: **GEORGE W. TOELLER BUILDING; BATTLE CREEK**

Total annual amount, year 1: \$ \_\_\_\_\_

Total annual amount, year 2: \$ \_\_\_\_\_

Total annual amount, year 3: \$ \_\_\_\_\_

Average weekly proposed staff hours: \_\_\_\_\_ **Hrs**

TOTAL CONTRACT AMOUNT, 3 YEARS: \$ \_\_\_\_\_

( \_\_\_\_\_ **dollars**)  
(amount in words)

VENDOR:

COUNTY OF CALHOUN:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name-type or print)

\_\_\_\_\_  
(name-type or print)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

\_\_\_\_\_

# ***ATTACHMENT E-3***

## **PRICE SHEET**

JANITORIAL SERVICES  
RFP#117-116  
CALHOUN COUNTY

TO: COUNTY OF CALHOUN, MICHIGAN

PROPOSAL BY: \_\_\_\_\_  
(vendor name)

The above named vendor does hereby offer to provide **Janitorial Services** for the County of the type and quality and in the manner described, subject to and in accordance with the terms and conditions set forth in RFP#117-16 and at the price hereinafter stated for services rendered.

COUNTY FACILITY: **COUNTY COURTHOUSE; MARSHALL**

Total annual amount, year 1: \$ \_\_\_\_\_

Total annual amount, year 2: \$ \_\_\_\_\_

Total annual amount, year 3: \$ \_\_\_\_\_

Average weekly proposed staff hours: \_\_\_\_\_ **Hrs**

TOTAL CONTRACT AMOUNT, 3 YEARS: \$ \_\_\_\_\_

( \_\_\_\_\_ **dollars**)  
(amount in words)

VENDOR:

COUNTY OF CALHOUN:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name-type or print)

\_\_\_\_\_  
(name-type or print)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

\_\_\_\_\_

\_\_\_\_\_

# ***ATTACHMENT E-4***

## **PRICE SHEET**

JANITORIAL SERVICES  
RFP#117-16  
CALHOUN COUNTY

TO: COUNTY OF CALHOUN, MICHIGAN

PROPOSAL BY: \_\_\_\_\_  
(vendor name)

The above named vendor does hereby offer to provide **Janitorial Services** for the County of the type and quality and in the manner described, subject to and in accordance with the terms and conditions set forth in RFP#117-16 and at the price hereinafter stated for services rendered.

COUNTY FACILITY: ROAD DEPARTMENT; MARSHALL

Total annual amount, year 1: \$ \_\_\_\_\_

Total annual amount, year 2: \$ \_\_\_\_\_

Total annual amount, year 3: \$ \_\_\_\_\_

Average weekly proposed staff hours: \_\_\_\_\_ **Hrs**

TOTAL CONTRACT AMOUNT, 3 YEARS: \$ \_\_\_\_\_

( \_\_\_\_\_ dollars)  
(amount in words)

VENDOR:

COUNTY OF CALHOUN:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name-type or print)

\_\_\_\_\_  
(name-type or print)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

\_\_\_\_\_

# ***ATTACHMENT E-5***

## **PRICE SHEET**

JANITORIAL SERVICES  
RFP#117-16  
CALHOUN COUNTY

TO: COUNTY OF CALHOUN, MICHIGAN

PROPOSAL BY: \_\_\_\_\_  
(vendor name)

The above named vendor does hereby offer to provide **Janitorial Services** for the County of the type and quality and in the manner described, subject to and in accordance with the terms and conditions set forth in RFP#117-16 and at the price hereinafter stated for services rendered.

COUNTY FACILITY: **HUMAN SERVICES BUILDING; ALBION**

Total annual amount, year 1: \$ \_\_\_\_\_

Total annual amount, year 2: \$ \_\_\_\_\_

Total annual amount, year 3: \$ \_\_\_\_\_

Average weekly proposed staff hours: \_\_\_\_\_ Hrs

TOTAL CONTRACT AMOUNT, 3 YEARS: \$ \_\_\_\_\_

(\_\_\_\_\_ dollars)  
(amount in words)

VENDOR:

COUNTY OF CALHOUN:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name-type or print)

\_\_\_\_\_  
(name-type or print)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

\_\_\_\_\_

*ATTACHMENT G*

**PROPOSAL CONTRACT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ Day of \_\_\_\_\_, 2016 ,  
by and between the County Of Calhoun, Michigan, (hereinafter called the "County")  
and \_\_\_\_\_, (hereinafter called the "Contractor" ).

**WITNESSETH**

WHEREAS , the Contractor did on the 15 Day of August , 2016 ,  
submit a Bid Proposal to provide janitorial services, and to perform such work as  
may be incidental thereto or as described in ***RFP#117-16***.

NOW, THEREFORE, in consideration of the following mutual agreements and  
covenants, it is understood and agreed upon by and between the parties hereto as  
follows :

1. The Contractor shall furnish the following Contract Documents, all of which shall be incorporated as part of the agreement between the parties as fully as if set forth herein:
  - (a) The Request For Proposal ***RFP #117-16***
  - (b) The Contractor's Bid Proposal
  - (c) This Instrument
  - (d) Any supplements or changes to the foregoing agreed to by the parties hereto including addendums
  - (e) Insurance Forms
2. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no substitutions or change in said specifications shall be made except upon written consent or written direction of the Purchasing Agent for the County. Any such substitution or change shall in no manner be construed to release either party from any specified or implied obligation of the aforesaid Contract Documents except as specifically provided for in such consent.
3. This Contract is entered into subject to the following conditions :
  - (a) The Contractor shall procure and keep in full force and effect throughout the terms of this contract all of the insurance policies specified in, and required by, the Contract Documents.
  - (b) The Contractor shall not be liable for the failure to wholly perform the stated duties if such failure is caused by a natural catastrophe, riot, war, government order or regulation, or Act of God.
  - (c) The contractor shall not violate the provisions of the Michigan Handicappers' Civil Rights Act, P.A. 1976, NO. 220, being sections 37.1101 et seq. Of the Michigan Compiled Laws, and specifically agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national

origin, age, sex, height, weight, or marital status, or because of a handicap that is unrelated to the individuals ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

- (d) In the case of a conflict between the Contract, RFP, Addendum, and Bid; the RFP and Addendum shall be the prevailing documents.
- (e) The terms and conditions contained within the Contract Documents are governed by the laws of Michigan. In the event of a dispute the laws of Michigan will be used to resolve the dispute.

IN WITNESS WHEREOF, we, the contracting parties by our representative

duly authorized agents, hereto affix our signatures and seals this\_\_\_\_\_ day of

\_\_\_\_\_, 20 16 .

COUNTY OF CALHOUN, MICHIGAN

ATTEST :

\_\_\_\_\_ BY : \_\_\_\_\_

TITLE : \_\_\_\_\_

CONTRACTOR

ATTEST :

\_\_\_\_\_ BY : \_\_\_\_\_

TITLE : \_\_\_\_\_